

AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
SULLIVAN BOSWORTH LLC
RFP 12-0208

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Sullivan Bosworth, LLC, a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #12-0208, to retain a consultant to provide transit grant planning and management support as well as technical assistance for the Federal Transit Administration and Florida Department of Transportation Project Funding and Reporting Requirements; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide transit grant planning and management support as well as technical assistance for the Federal Transit Administration and Florida Department of Transportation Project Funding and Reporting Requirements in conjunction with the COUNTY'S needs.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to perform the services more specifically detailed in Exhibit A, attached hereto and incorporated herein by reference. The CONSULTANT shall also comply, when applicable, with the requirements contained in Exhibit B, attached hereto and incorporated here by reference

3.2 This Agreement shall be effective immediately following the date of execution by the COUNTY and shall remain in effect for an initial term of one (1) year. The prices set forth in this Agreement shall prevail for the full duration of the initial Agreement term. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for up to two (2) additional one (1) year periods under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 CONSULTANT acknowledges that the study and related effort that are the subject of this Agreement are funded by the American Recovery and Reinvestment Act (ARRA) of 2009 . Any inconsistency between the provisions of this Agreement, the Federal statutes and regulations, and the terms and conditions of ARRA shall be resolved in such a manner so as to not impair the award of the grant to the COUNTY.

3.5. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. Payment

4.1 COUNTY shall pay CONSULTANT for professional services performed under this Agreement at a rate of Seventy-Five Dollars (\$75.00) per hour, with an annual amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

4.2 Invoices.

A. General. CONSULTANT shall submit a final invoice to the COUNTY'S Project Manager no later than the tenth (10th) calendar day of each month following the completion and submittal of the grant in the TEAM-Web system. All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service, and confirmation of

acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and/or cause the CONSULTANT to be considered in default of contract. If CONSULTANT is considered to be in default of contract, this Agreement may be terminated.

B. Special Invoicing Requirement Associated with Federal Requirements. CONSULTANT understands that the work to be provided under this Agreement is funded under the American Recovery and Reinvestment Act (ARRA) of 2009. One of the reporting requirements associated with this funding instrument is to provide detailed information regarding the number of staffing hours expended in the completion of work supported by ARRA funds. The primary purpose of this information is to quantify job creation data in conjunction with the provision of the ARRA funds.

CONSULTANT acknowledges and agrees that every invoice submitted for performance of work hereunder must include a list of all hours expended by CONSULTANT personnel in support of the work for which the invoice is tendered and for the overall work effort. The list shall state:

1. the name, job classification, and total hours expended by that individual in support of the specific work effort represented under the specific invoice;
2. a summary total of all hours expended by classification and by overall total for the work represented by the specific invoice; and
3. a cumulative summary of total hours by classification and overall total hours for all work performed under the contract.

If the CONSULTANT has utilized a subcontractor, the CONSULTANT will be responsible for including the information described in 1, 2, and 3 above regarding any subcontractor work hours expended in support of the specific invoice, and for the overall work effort as well.

4.3 Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, F.S.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the services performed by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a County staff member to act as COUNTY'S Project Manager.

5.2 The COUNTY will provide to the CONSULTANT all necessary and available data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

6.2 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.3 Insurance. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, shall be furnished by the CONSULTANT to the COUNTY before any work under this Agreement begins. CONSULTANT shall purchase and maintain at its expense, at all times during the term of this Agreement, insurance policies from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY. Said insurance policies shall insure the CONSULTANT against any and all claims, demands and any causes of action whatsoever, for injuries received or damage to property arising from or relating to the performance or non-performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of this Agreement. Such policies of insurance, and conforming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000

Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility for liability, damages, and accidents as set forth herein.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions

6.4 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT's duties set forth in this Agreement.

6.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.6 Public Records / Copyrights / Acknowledgement of DOE Support:

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property

of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. All of CONSULTANT's records with respect to any matters covered by this Agreement shall be maintained for at least three (3) complete calendar years following contract completion, or in accordance with any federal grant requirements, whichever period is longer. In the event any work is subcontracted, CONSULTANT shall similarly require each subcontractor to maintain and allow access to such records. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

6.7 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records that relate directly or indirectly to this Agreement at its place of business during regular business hours. The COUNTY and CONSULTANT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained in completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.8 Reporting. CONSULTANT recognizes that the services provided herein are subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (also known as the Federal Economic Stimulus Bill). There are federal reporting requirements associated with these services, such as monthly reports of number of jobs created and the number of jobs retained by the project or activity. Reports shall continue until all of CONSULTANT'S responsibilities under this Agreement have terminated.

6.9 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.11 Prohibition Against Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.12 Key Contractor Personnel. In signing this Agreement, the CONSULTANT is representing that the personnel CONSULTANT listed in its proposal shall be available to perform the services described for the COUNTY, barring illness, accident, or other unforeseeable events of a similar nature, in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel for those listed in the CONSULTANT's proposal, the CONSULTANT shall propose a person with equal or higher qualifications, and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute personnel is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of this Agreement, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The services rendered through this Agreement shall not be deemed complete until accepted by the COUNTY, and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and shall not be responsible to pay for any such service.

7.4 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.5 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.6 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.7 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.8 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.9 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.10 The COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under this Agreement. The COUNTY shall be liable for reasonable costs incurred by the CONSULTANT prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

7.11 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.12 The parties shall exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.13 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or instrument other than monthly progress reports and regular invoices, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Donald Sullivan, Manager
3858 Fenway Crossing

If to COUNTY:

Lake County Manager
P.O. Box 7800

Marietta, Georgia 30062

Tavares, FL 32778-7800

With a copy to:

Ken Harley
Department of Community Services
P.O. Box 7800
Tavares, FL 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Exhibits:

EXHIBIT A	Statement of Work
EXHIBIT B	Federal Funding Clause Set for FTA Grant or Stimulus Program

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its duly authorized representative, and by Sullivan Bosworth, LLC, through its duly authorized representative.

CONSULTANT

Sullivan Bosworth, LLC

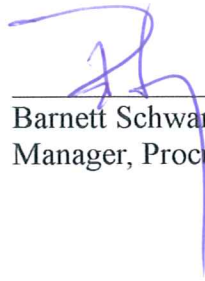


Print Name: Donald G. Sullivan

Title: Manager


This 29th day of June, 2012.

COUNTY



Barnett Schwartzman
Manager, Procurement Services

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

General Scope:

The Consultant shall provide “on-call” technical assistance and continual coordination with the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and other agencies on behalf of the County’s interest in maintaining a timely response to all transit regulations.

The Consultant will perform the complete work task for and provide technical assistance with the following work tasks:

Directions Regarding Transit Grant Preparation:

Complete research, programming and verification with local planning organizations for project approval. Identify funding sources and appropriate FTA program(s). Identify Federal and State sources for potential funding options.

Prepare transit grant in TEAM network. Maintain TEAM access, system modules, and monitor activity line item code adjustments. Ensure proper fund awards, obligations, and disbursements. Monitor federal awards of prior grants to ensure complete fund availability and complete disbursement.

Establish and maintain proper milestones and fleet status ratios for project delivery.

Prepare quarterly financial status reports consistent with project milestones and deliverables. Identify and prepare environmental clearances, reports, and other required impact statements for the project approval. Manage the closing out of completed projects and grants.

Assist the County with public transportation planning efforts. Provide policy guidance and financial management of the Federal-aid program.

Examine adopted MPO plans, programs and schedules in comparison with the approved County budgets and schedules noting any significant cost, schedule and/or scope changes in the federal grant application.

Adjust and maintain all required project milestones and adjust schedules as needed.

Assist with any responses to any Federal and State inquiries and certification reviews of work performed.

Identify allowable and unallowable project cost.

Assist with developing cost allocation plans.

Prepare actual Quarterly reports based on ECHO information.

Provide specialized knowledge of transit policies, circulars, guidance, and statutes of the US DOT, Federal Transit Administration's program review areas.

Review the County's transit operations for system enhancements and federal program compliance.

Assist in drafting required policies, programs, and other documents as needed, within the contractual area of expertise including the triennial review.

Consultant should have extensive knowledge and experience working with or for FTA, and be familiar with TEAM Web, the ECHO system, triennial reviews, toll revenue credits, the TIP and STIP process and the NTD process.

Consultant shall be knowledge of the American Recovery and Reinvestment Act (ARRA) and have experience preparing, submitting and doing the reporting that is required under the Act

Consultant may perform any other services related to transit as requested by the County.